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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE DISTRICT.

Notification dated 9th April 1931.

The undermentioned quantities of timber will be sold by the District Forest Officer, Mysore District, or any other officer authorised by the District Forest Officer, at 2 P.M., on the date noted against each Depot under the following conditions:—

Name of depot	Date of sale	Teak	Matti	Honne	Beete	Other kinds	Remarks
1. Kakankote ...	7th May 1931 ...	C.ft. 1,500	C.ft. 300	...	...	C.ft. 200	More or less
2. Metikuppe ...	9th Do ...	Teak Janthes and sleeper billets 2,000 C.ft.	...	...	..	...	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale, may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 500 in each of case are subject to the confirmation of the Chief Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under section 79 of the Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer, for the unsold wood and the amount still due from him which will be recovered as arrears of Land Revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of the notice of confirmation of the sale, whichever is later. In case of purchases of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1931. The money shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above the initial deposit as well as the other moneys already paid in, shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber, until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase, will remain in the Depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

H. S. NARAYANA RAO,
District Forest Officer.

BHADRAVATI DIVISION.

Tender Notification dated 5th April 1931.

Sealed tenders will be received at the Office of the District Forest Officer, Bhadravati Division, Bhadravati, up to 4 P.M., on the 29th April 1931, for the right of collection and

removal of big and small bamboos in the undermentioned State Forests of the Division for the calendar year 1931 :—

Name of Sub-Division	Name of range	Name of Forest	Description of Block	Minimum quantity to be purchased		Place of sale	Remarks
				Big bamboos	Small bamboos		
Narasimharajapura Sub-Division	Umblebyle ..	Chornodchalli ..	....	4,000	9,000	District Forest Office, Bhadravati.	Except Garuke all other bamboos are included.
	Tadasa ..	Tadasa ..	....	10,000	20,000		

N.B.—It should be clearly understood that the contractor should make his own arrangements for the removal of bamboos, etc.

2. The tender should be superscribed "Tender for the right of collection and removal of bamboos." The rates should be per one thousand written distinctly in words as well as in figures.

3. Each tender should be accompanied with the solvency certificate and the earnest deposit of Rs. 50 in currency notes which will be returned in the case of unsuccessful tenders.

4. The acceptance of tender rests with the Conservator of Forests or the District Forest Officer as the case may be who reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.

5. Within fifteen days from the date of receipt of the intimation regarding the acceptance of the tender, the tenderer whose tender is accepted shall pay up the full lease amount together with the local cess at Re. 0-1-0, railway cess at Re. 0-0-3 in the case of Shimoga District and 0-0-6 in the case of Kadur District and Education cess at Rs. 0-0-6 (per rupee) on the entire lease amount and also deposit as security a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the conditions of the contract and shall execute an agreement on a stamped paper of proper value accepting the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at the risk of the defaulter. He will be liable for the loss if any that may result by such resale or departmental working which will be recoverable from him as an arrear of Land Revenue but he shall not participate in any gain. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract after the period of contract is over.

Interest at 9 per cent per annum will be charged on all arrears of lease amount to be paid after the due date before resale.

The following are the further conditions to which the contractor should bind himself :—

CONDITIONS.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants or coolies employed in the cutting, collection and removal of bamboos and for preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him, except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 31st December 1931.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period he shall pay for the excess quantity at tender rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (5) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

H. V. RANGASWAMY IYENGAR,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 27th March 1931.

The attention of the public is hereby drawn to page 345 to 347 Part VI of the *Mysore Gazette*, dated 9th April 1931, publishing in detail Notification of Timber Auction Sales in the several depots of Sagar Division, to be held during April 1931.

C. H. EAGLES,
District Forest Officer.

MISCELLANEOUS DEPARTMENTS.

OFFICE OF THE INSPECTOR-GENERAL OF PRISONS IN MYSORE, BANGALORE.

Notice.

A sale room just outside the Central Jail has recently been opened for the convenience of the public, open daily from 8 A.M. to 5 P.M.

The following are among the articles available:—

1. Carpets and druggets—Cotton, Woollen and Jute.
2. Motor mats.
3. Textile fabrics such as bed-sheets, napkins, sarees, towels, etc.
4. Furniture made of seasoned timber and good cane.
5. Tennis and badminton nets, hand bags, etc.

Articles are also specially made according to any given design.

Terms strictly cash. Twenty-five per cent advance required on all new orders. *Bona fide* merchants and Co-operative Societies allowed discount of 5 per cent on cash purchases of Rs. 100 and above.

S. SUBBA RAO,
Inspector-General of Prisons.

EXCISE DEPARTMENT.

Notice No. B2. 1105-30, *dated 4th April* 1931.

TENDER FOR THE SUPPLY OF MISCELLANEOUS ARTICLES FOR PACKING GANJA.

Sealed tenders for the supply of the undermentioned articles (Appendix No. 1) to the Provincial Ganja Stores, Government Central Distillery, Bangalore, for one year commencing from 1st July 1931 and ending with 30th June 1932, will be received by the Excise Commissioner in Mysore, at his office up to 12 noon on the 24th April 1931.

2. Tenders must be sealed and superscribed "Tender for the supply of ganja packing materials" and must specify the rate at which the tenderer undertakes to supply each article and must also be accompanied by a cash deposit of Rs. 100 and should be addressed to the Excise Commissioner.

3. The right of accepting or rejecting any tender is vested in the Excise Commissioner who is not bound to assign any reason for accepting or rejecting any tender. He may also accept one or more items in any one tender without accepting the other item or items

4. The successful tenderer will be required to deposit as security an additional sum of Rs. 200 to make up the full deposit of Rs. 300 and to sign a contract bond (Appendix II)